

AN ORDINANCE

2006-04-13-0465

**AMENDING THE SUPPLEMENTAL CONTRACT FOR COLLECTION OF TAXES  
WITH BEXAR COUNTY, TO REFLECT THE COUNTY'S CHANGE IN DEPOSITORY.**

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**WHEREAS**, Ordinance No. 88161, passed and approved July 23, 1998, authorized the execution of a City-County Interlocal Agreement for Property Tax Collection, consisting of both the Bexar County Standard Tax Collection Contract ("Standard Contract") and a Supplemental Contract ("Supplemental Contract"), under which Bexar County ("County") collects the City's property taxes, for the initial term of July 1, 1998 through June 30, 1999, and renewing thereafter for one year terms unless or until the City provides timely Notice to Terminate; and

**WHEREAS**, the Supplemental Contract contains provisions requiring the County to maintain a lockbox at Frost National Bank for the purpose of processing mailed property tax payments and the County has recently changed its depository financial institution from Frost National Bank to Bank of America, N.A.; and

**WHEREAS**, the County has requested amendment of the Supplemental Contract to reflect the County's change in depository financial institution as described above, such amendment being attached hereto as Exhibit I and incorporated herein by reference for all purposes ("Amendment"); and

**WHEREAS**, the Supplemental Contract requires that any amendments to its provisions be approved by the governing bodies of the parties and the Commissioners Court of the County has approved the Amendment; and

**WHEREAS**, City staff recommends that the City Council also approve the Amendment and after due deliberations on and consideration of the matter, the City Council desires to approve the Amendment; **NOW, THEREFORE**;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council hereby approves the Amendment, a copy of which is attached hereto as Attachment I and made a part hereof for all purposes.

**SECTION 2.** The City Manager, Deputy City Manager, Assistant City Manager, Assistant to the City Manager, City Manager's designee, or the City's Acting Director of Finance is hereby authorized to execute the Amendment.

**SECTION 3.** This Ordinance shall take effect ten (10) days from the date of passage hereof.

**PASSED AND APPROVED** this 13<sup>th</sup> day of April, 2006.

**ATTEST:** Leticia M. Vaca  
City Clerk

Phil Hardberger  
MAYOR  
**PHIL HARDBERGER**

**APPROVED AS TO FORM:** M. Bernadette King  
City Attorney

**A T T A C H M E N T I**

**AMENDMENT OF  
SUPPLEMENTAL CONTRACT FOR COLLECTION OF TAXES**

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This *AMENDMENT OF SUPPLEMENTAL CONTRACT FOR COLLECTION OF TAXES* ("Supplemental Contract Amendment") is entered into by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas, hereinafter called "COUNTY", and the CITY OF SAN ANTONIO, a Texas home-rule municipality, located in Bexar County, Texas, hereinafter called "TAXING UNIT", pursuant to the INTERLOCAL COOPERATION ACT, Tex. Gov. Code Ann., §791.001 et seq. Vernon 1994.

**W I T N E S S E T H**

Pursuant to authorization and approval of their respective governing bodies, COUNTY and TAXING UNIT have entered into a City-County Interlocal Agreement For Property Tax Collection, consisting of that certain *Contract For Collection Of Taxes* ("Standard Contract") and that certain *Supplemental Contract For Collection Of Taxes* ("Supplemental Contract"). COUNTY and TAXING UNIT now desire to make certain amendments to the Standard Contract and the Supplemental Contract. The desired amendments to the Supplemental Contract are set forth in this Supplemental Contract Amendment instrument, and the desired revisions to the Standard Contract are set forth in that certain *Amendment Of Standard Contract For Collection Of Taxes* instrument. **NOW, THEREFORE,**

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the party receiving same, COUNTY and TAXING UNIT hereby agree as follows:

I. Article II, Points Of Collection, Section 2.05S, of the Supplemental Contract is hereby amended so that the same shall hereafter read as follows:

"205S COUNTY further agrees to and shall obtain and maintain a lockbox remittance address in San Antonio, to be utilized by its current depository for the purpose of collecting mailed property tax payments, which shall be collected daily (or on the next banking day following weekends and bank holidays), and which shall be processed and deposited on the same day as collected, as long as said payments are received in the lockbox before noon. In the event changes are hereafter effected to COUNTY'S lockbox collection and/or processing procedures that alter same day collection, processing and deposit as stated above, COUNTY shall give TAXING UNIT written notice of such change in the manner specified in Article VII of the Standard Contract not less than sixty (60) days prior to the effective date of any such change(s). Any such change shall constitute an amendment which shall be executed in accordance with Article XI of the Standard Contract."

II. Except as revised by this Supplemental Contract Amendment instrument, the terms and conditions of the Supplemental Contract shall remain unchanged and in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FORCE AND EFFECT OF AN ORIGINAL, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

**COUNTY OF BEXAR:**

**CITY OF SAN ANTONIO:**

\_\_\_\_\_  
NELSON WOLFF  
COUNTY JUDGE

\_\_\_\_\_  
SHERYL SCULLEY  
CITY MANAGER

ATTEST:

ATTEST:

\_\_\_\_\_  
GERRY RICKHOFF  
COUNTY CLERK

\_\_\_\_\_  
LETTICIA VACEK  
CITY CLERK

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
SYLVIA S. ROMO  
TAX ASSESSOR-COLLECTOR

\_\_\_\_\_  
ROBERT K. NORDHAUS  
ASSISTANT CITY  
ATTORNEY

**APPROVED AS TO LEGAL FORM:**

SUSAN D. REED  
BEXAR COUNTY CIVIL DISTRICT ATTORNEY

By:

\_\_\_\_\_  
Jill Torbert  
Assistant District Attorney  
Civil Division

**APPROVED AS TO FINANCIAL CONTENT:**

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TOMMY J. TOMPKINS  
COUNTY AUDITOR

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David Smith  
Budget Officer

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